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Brooklyn, NY

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES
NEW YORK BRANCH OFFICE

P.S.K. SUPERMARKETS, INC.

and

Cases 29-CA-26862
29-CA-26983
29-CA-27186

UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 342

Tabitha Tyle, Esq., Counsel for the General Counsel
Steven Glassman, Esq. (Grotta, Glassman & Hoffman), for the Respondent
Ira Wincott, Esq., for the Union

DECISION

Statement of the Case

HOWARD EDELMAN, Administrative Law Judge. This case was tried in Brooklyn, New York, on January 17 and 18, 2006. A Consolidated Complaint issued on October 27, 2005 alleging various Section 8(a)(1) violations against P.S.K. Supermarkets, Inc., herein called Respondent. In addition, the Complaint was amended during the trial, alleging that Respondent circulated an anti Union petition indicating ". . . that employees could not support the Union", and thereafter "solicited employees signatures" in March and June 2005.

Respondent filed timely answers to the allegations in the Complaints. Respondent admitted commerce allegations, the status of the Union, the status of supervisors within the meaning of Section 2(11) of the Act, but denied the status of an alleged agent within the meaning of Section 2(13) of the Act. Respondent also denied all alleging Section 8(a)(1).

Findings of Fact and
Conclusions of Law

At all material times, Respondent is a domestic corporation with a supermarket located at 1420 Fulton Street, Brooklyn, New York, herein called the Bed Stuy facility, where it is engaged in the operation of retail supermarkets. During the past year, which period is representative of its annual operations generally, Respondent, in the course and conduct of its operations described above, derived gross annual revenues in excess of $500,000. During the past year, which period is representative of its annual operations generally, Respondent, in the course and conduct of its business operations described above, purchased and received at its New York facilities, products and goods valued in excess of $5,000 directly from suppliers outside the State of New York.

It is admitted that at all material times, Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.

It is also admitted that Local 338, Retail, Wholesale and Department Store Union/United Food and Commercial Workers Union, AFL-CIO, herein called Local 338, and United Food and Commercial Workers Union, Local 342, herein called Local 343, are labor organizations within the meaning of Section 2(5) of the Act.

It is also admitted that at all times material, the following individuals have held positions set forth opposite their names and have been agents of Respondent, acting on its behalf, and are supervisors thereof within the meaning of Section 2(11) of the Act.

Noah Katz	Vice President
Tony Rosado	Store Manager
Kathy Mahoney	Front-end Manager
Shane Tranquada	Deli Manager

Credibility Resolutions

I find General Counsel's main witness, Luis Rodriguez, a former employee, entirely credible. His testimony covered all of the allegations set forth in the complaint, except those unfair labor practices concerning the activities of the outside Union organizers. Rodriguez's demeanor was excellent. He was extremely responsive both on direct and cross examination. His testimony was very detailed to all questions put to him on direct and cross examination. His cross examination was generally consistent with his direct examination. Examples of such testimony will be set forth below.

Counsel for Respondent contends that Rodriguez was prejudiced against Respondent because he had been terminated for "stealing" during the course of the Union campaign. Respondent witnesses testified that the so called "stealing" was that he put price tags in the isles that were lower in price than they should have been. There is no evidence that he had made such mistake before, or any mistake during his employment. Moreover, an unfair labor practice charge was filed with the Board, a complaint issued alleging that his discharge was in violation Section 8(a)(1) and (3) of the Act. The unfair labor practice was settled with Respondent offering reinstatement, which was declined, and Rodriguez given back pay. Therefore, I find that Rodriguez was a neutral and extremely credible witness.

In *Detroit Newspapers,* 342 NLRB 223, 235 (2004), the Judge found Ellis to be a credible witness and stated that ". . . his direct testimony was clear and straightforward and consistent with the affidavit he gave . . . Cross examination did nothing to shake his story or raise any doubts as to his veracity." See also *Dalton Roofing Service*, 344 NLRB No. 108 (2005). The Board affirmed the Judge that Aguilar was a credible witness even though his recollection was not always clear. On cross examination and in response to consistent prodding by Counsel, Aguilar was generally consistent with his direct examination. See also, *Richard Mellow Electrical Contractors Corp.*, 327 NLRB 1112, 1125 (1999)

On the other hand, the evidence, as set forth below establishes conclusively that the admitted Section 2(11) supervisors were working along with Noah Katz, Respondent vice president in a coordinated anti Union campaign to keep the Brooklyn facility non Union. All of Respondent's witnesses essentially denied the allegations described in the complaint. I find their testimony is essentially incredible, as set forth below. Accordingly, I find Respondent's witnesses are not credible.

On November 15, 2004, Local 338 filed a RC petition seeking to represent employees at the Bed Stuy store. Respondent contended that the Bed Stuy store employees constituted an accretion to the pre-existing multi-store bargaining unit and that the Agreement covered the Bed Stuy store employees, including the Section 2(11) supervisors, set forth above. A hearing was held. The parties stipulated at the hearing that the voting unit classification included department managers, assistant managers, cashiers, stock clerks and bookkeepers. Thus, Rosado, Mahoney, Tranquada and Hodges, the admitted Section 2(11) supervisors, were included in the voting unit. The Regional Director in a Decision and Direction of Election, rejected the Respondent's argument and found that the single store unit in the above classifications was appropriate and directed that an election be held. On March 21, 2005, Local 338 withdrew its RC petition, and thereafter ceased further organizational activities.

Respondent's facility is located in a plaza called Restoration Plaza. The main entrances of the various retail stores are inside the plaza area. The lease between Respondent's Bed Stuy facility and the RDC Commercial Center Inc., the lessor, states that Respondent's facility includes the store building and the shopping cart corral area. It is admitted that potential customers and other individuals simply use the shopping cart corral area as a short cut between Herkimer Street and Fulton Street. I find that the shopping cart corral area is part of Respondent's total leased premises.

In this Decision, I have included Respondent exhibit 2, which is an evacuation plan that I find to be an accurate overview of Respondents facility in context with the Plaza. One can see the various shelf areas where food products can be selected by the customer and the cashier tables where customers pay for their goods. The cashiers' tables are exposed to windows which look out on the shopping cart corral area. There is a fence parallel to the cashier windows which is the shopping cart corral area. There is an opening in the gate so that customers can take out their goods. Respondent admits that that there is no objection to non customers using the shopping cart corral as a short cut between Herkimer and Fulton Street.

Counsel for General Counsel contends that Rosado, the store manager, told the above Union organizers that they could not solicit anywhere in the Plaza. In this connection Rosado, was called as a witness for Respondent.

Rosado credibly testified that he observed on numerous occasions that Local 342 organizers Augustus Whitt and Khristopher Diaz were in the shopping cart corral area soliciting employees for Local 342, and that he asked them to leave the area, which they did. Although I find Rosado not to be a credible witness as to his other testimony, I do credit his testimony in this area because it is the most logical and only convenient area in which to organize.

There is no evidence that Respondent permitted other organizations to use its property for commercial, or non profit organizations. If such were the facts in the instant case the Board would apply a "disparate treatment analysis." See *Great Scot Inc.,* 309 NLRB 548, 549 (1992), and *Price Chopper*, 325 NLRB 186 (1997).

Accordingly, I find that the Union was not entitled to organize in and around the shopping cart corral area. I further find that Respondent's policy of permitting non customer individuals to use the shopping cart corral area as a short cut between Herkimer and Fulton Streets is irrelevant.

General Counsel contends that Respondent engaged in unlawful surveillance of Union activities. The evidence establishes that the only areas where the Local 342 representatives spoke, or met with employees, were inside Respondents store, where Rodriguez spoke to a female Union organizer, and in and around the shopping cart corral area. Respondent was easily able to observe the Union's outside activities by simply looking out the front cashier windows, (See exhibit 2, the overhead view), or taking smoke breaks in and around the shopping cart corral area.

In *Hoschton Garment Company*, 279 NLRB 565, 567 (1986) the Board has held that organizers and employees who choose to engage openly in union activities in and around the employers premises cannot contend that the employer is engaged in unlawful surveillance. In footnote 5 on page 567 a line of cases is cited to support this decision. In *Tarrant Mfg. Co.,* 196 NLRB 794, 799 (1972), the Board adopted the Administrative Law Judge's decision which stated, "The notion that it is unlawful for a representative of management to station himself on management's property to observe what is taking place at the plant gate is too absurd to warrant comment."

Accordingly, I conclude that Respondent has not engaged in unlawful surveillance, or created the impression of unlawful surveillance.

It is alleged that Respondent applied an overly broad rule restricting employees from displaying Union pins on their uniform.

Rodriguez testified that Kathy Mahoney, a Section 2(11) supervisor, told a unit employee, Barbara Chalk and himself that they would have to wear Union pins on the inside of their white uniform coat. Chalk did not testify. Rodriguez testified that he always wore a long white robe with a name tag, but he did not wear a Union pin.

Katz testified Respondent has a dress code because of its desire to convey a neat and clean image to the public. Katz also testified that on an annual basis, Respondent posts in all of its stores a dress code reminder to all employees. This posting states in pertinent part:

> Part of Quality and Freshness comes from shoppers seeing their food handled and prepared by Associates in a clean neat uniform that includes the company's logo and/or slogan. Therefore, as we have been doing in the past, all associates will be supplied with the appropriate garments based on the standards below. We appreciate your help setting and raising these standards and making Foodtown a great place for our customers to shop. You are the one's that make Foodtown the 'Fresh and Friendly Marketplace.' We could not do it without you.

Cashiers are required to wear a blue smock which must be buttoned. Cashiers are also required to wear a name badge which is pinned on the smock above the "Fresh and Friendly" logo. The name badge and "Fresh and Friendly" logo must be visible at all times to the customers. PSK is reasonable in its application of the dress code policy.

Mahoney testified that she did ask a cashier, Barbara Chalk, on one occasion to remove her union pin because it was covering her name badge and the "Fresh and Friendly" logo. Chalk did not testify.

Based upon the above, I conclude that there is insufficient evidence to establish discrimination in connection with wearing union pins or other union insignia.

During the course of this trial, General Counsel moved to amend the Complaint paragraph 7 to read as follows: "In or about November 4, 2004, a more precise date being presently unknown, Respondent, by Noah Katz, at the Brooklyn facility interrogated employees regarding their support for Local 338." The amendment was granted.

The Decision and Direction of Election, pursuant to a stipulation between Respondent and Local 338, found the appropriate unit as follows:

> All full-time and regular part-time employees, including cashiers, stock clerks, assistant managers, bookkeepers, department managers and department clerks, employed by the Employer at its 1420 Fulton Street, Brooklyn, New York, facility, but excluding confidential employees, guards and supervisors as defined in the Act.

As set forth above, Respondent admits that Noah Katz, Respondent vice president, Tony Rosado, store manager, Kathy Mahoney, front-end manager and Shane Tranquada, deli manager, are supervisors within the meaning of Section 2(11) of the Act.

Respondent denies that Sheryce Hodges, customer relations manager, is not a supervisor or agent as defined in Section 2(13) of the Act.

Respondent contends that Rosado, Mahoney, Tranquada, and Hodges are unit employees, as set forth above, in the Decision and Direction of Election.

Respondent further contends, conduct by such unit supervisors, is not attributable to Respondent.

The Board has long held that conduct by a supervisor who has been included in the bargaining unit by the parties generally is not attributable to his employer, absent evidence that the employer encouraged, authorized or ratified the supervisor's conduct. See, *Montgomery Ward & Co.,* 115 NLRB 645, 647 (1956), enfd. 242 F 2nd 497(2nd Cir. 1957) cert. denied 355 U.S. 829 (1957); *AT & K Enterprises*, 264 NLRB 1278 (1982); and *Bennington Iron Works*, 267

NLRB 1285 (1983).

Rodriguez, a credible witness, as described above, testified that on or about late November 2004, Katz introduced himself to Rodriguez. At this time Rodriguez was working in the deli department. Present with Katz was Shane Tranquada, an admitted Section 2(11) supervisor, who Respondent contends is a bargaining unit employee. Katz asked Rodriguez whether he had spoken to anyone from Local 338 and asked if he had signed a Union card. Rodriguez admitted that he signed a Local 338 card. Both Katz and Tranquada denied such conversation took place. As set forth above, I find Respondent's witnesses are not credible witnesses.

Under *Rossmore House,* 269 NLRB 1176 (1984), affd. 760 F.2d 1006 (9th Cir. 1985), the test for determining whether an interrogation violates the Act is not a per se one, but rather, whether, under the totality of the circumstances, the interrogation restrains, coerces, or interferes with rights under the Act. Some of the areas one must look to are the background, the nature of information sought, the identity of the questioner, and the place and method of interrogation. *Sunnyvale Medical Clinic, Inc.,* 277 NLRB 1217 (1985).

In *Marriott Corporation*, 310 NLRB 1152,1157 (1993) a similar interrogation, as the one in issue, took place which was found to be a violation of Section 8(a)(1). The interrogator was a high level official of Marriott, the individual questioned was alone, and the interrogator failed to give any assurances that no reprisals would be taken.

Accordingly, I find that Katz's interrogation was a violation of Section 8(a)(1) of the Act. Moreover, Tranquada's presence, with Katz, establishes that she was acting as an agent of Respondent, rather then a bargaining unit supervisor.

Rodriguez testified that sometime in or about March 2005 at the customer service desk waiting to get his paycheck, store manager Rosado asked him if he had spoken to any Local 338 representative and whether he had signed a 338 card. Rosado then stated that he would have taken what Noah was offering as against what Local 338 was offering. As set forth below, I find Rosado was acting as an agent for Respondent, and find such conduct to be an unlawful interrogation, in violation of Section 8(a)(1). *Rossmore House, supra.*

Shortly thereafter, sometime in April, Rodriguez credibly testified that Katz addressed the employees in the deli department. He came over and asked us how everyone was doing. He told us that if anyone needed to get in contact with him, or had any problem, he was available day or night. Several days later he then posted up cards with his website, cell phone, and fax machine number at various locations throughout the store. Rodriquez credibly testified that prior to the Local 342 organizing campaign, such cards never existed. I find such conduct to be an unlawful solicitation of grievances in violation of Section 8(a)(1) of the Act. *Desert Toyota*, 346 NLRB No. 3, p. 8 (2005).

Shortly after the unlawful solicitation of grievances described above, Rosado and Sheryce Hodges, customer relations manager, and an alleged agent, approached Rodriguez and asked him if he would get together with a group of employees and tell the Local 342 Union organizers outside the store that they didn't want a union to represent them. Rodriguez declined. I have concluded that Rosado was a supervisor and agent of Respondent, and Hodges, who accompanied him was by such action, an agent of Respondent. I find the activities of Rosado and Hodges constitute an unlawful solicitation of employees to abandon their union activities and oppose the Union in violation of Section 8(a)(1). See *Progressive Electric Inc.,* 344 NLRB No. 52, p. 2 (2005); Citing *Dentech Corp.*, 294 NLRB 929 (l989) and

Eastern States Optical Co., 275 NLRB 371, 372 (1985), which states: "It is unlawful for an employer to collectively initiate or solicit a petition or letter opposing unionization."

Shortly after the above solicitation, Hodges admitted during Respondent's direct case that she and Kathy Mahoney prepared an anti Union petition which stated, "We, the workers . . . do not want to be members of Local 342 or any other union." Hodges thereafter approached the employees, asked them to sign the petition, and accumulated 100 employee signatures. Thereafter she turned over this petition to one of the admitted statutory supervisors. She could not recall the specific individual. I find Hodges' testimony to be an admission, and an unlawful solicitation, in violation of Section 8(a)(1) of the Act. See, *Progressive Electric Inc., supra.*

Either before or after the unlawful solicitation described immediately above, Hodges admittedly engaged in the same conduct with another petition. For the same reasons described above, I find such conduct to be an unlawful solicitation in violation of Section 8(a)(1) of the Act. See, *Progressive Electric supra.*

Shortly after the unlawful solicitations, described above, Rodriguez credibly testified that he was talking to Union organizer Diaz outside the store, by the shopping cart corral, in front of the cashier windows. Diaz gave him a Union handbook and 5 Union cards. The handbook contained a list of benefits that the Union would seek if the parties entered into collective bargaining negotiations.

When he returned to work Mahoney asked for the handbook and before he could answer, she then snatched the handbook containing 5 blank Union cards from him. In this connection General Counsel asked:

> Q Did you give her the handbook?
>
> A Yeah, yes and no.
>
> Q Can you explain what you mean by "yes and no"?
>
> A Before I actually could respond, she took the book from my hands and walked into the office.

I find that by taking the Union handbook and the Union cards, Mahoney confiscated Union materials in order to dissuade their support from the Union. I find such conduct is a violation of Section 8(a)(1) of the Act. See, *Phillips Fibers Corp*., 307 NLRB 145, 148.149 (1992)

Several days after Mahoney had taken the Union handbook from Rodriguez, Katz called a number of employees to meet with him in his office. Present with him were Rosado and Mahoney. Rodriguez credibly testified that Katz asked the employees whether any of the employees had spoken with, or signed a card for the Local 342. As set forth above, I find such conduct constitutes unlawful interrogation in violation of Section 8(a)(1) of the Act. *Rossmore House, supra.*

Katz then took out the Union handbook taken from Rodriguez by Mahoney and began comparing what he would be willing to give against the Local 342's proposals. He urged the employees not to join the Union, because it would slow down the process of giving a 401K plan and medical benefits. I find by such conduct Respondent promised a 401k plan and medical benefits. I find that the promise of such benefits were an inducement to refrain from supporting the Union and a violation of Section 8 (a)(1) of the Act. *Stanadyne Automotive Corp.,* 345

NLRB No. 6 pg. 8 (2005).

> Under settled Board policy, a grant or promise of benefits during the critical preelection period will be considered unlawful unless the employer comes forward with an explanation, other than the pending election, or the timing of such action. *Honolulu Sporting Goods.,* 239 NLRB 1277, 1280 (1979) (citing *The Singer Co.,* 199 NLRB 1195 (1972), enfd. mem. 620 F.2d 310 (9th Cir. 1980), cert. denied 449 U.S. 1034 (1980). Similarly, an employer cannot time the announcement of the benefit in order to discourage union support, and the Board may separately scrutinize the timing of the benefit announcement to determine its lawfulness. *Mercy Hospital Mercy Southwest Hospital,* 338 NLRB 545 (2002). The standard for determining whether the timing of benefit announcement during the critical period is unlawful is essentially the same as the standard for determining whether the grant of benefit itself violates the Act. Thus, the board will infer that an announcement or grant of benefits during the critical period is coercive. However, an employer may demonstrate a legitimate business reason to rebut an inference of unlawfulness as to the grant of the benefit and/or the timing of its announcement. *Southgate Village, Inc.*, 319 NLRB 916 (1995).

Considering the entire course of conduct between Respondent and the unit employees, I find that Respondent encouraged, authorized, and ratified the unit supervisors so as to lead employees reasonably to belief that the supervisors were acting for and on behalf of management. *Montgomery Ward, supra.* Accordingly, I conclude that the actions of the statutory supervisors, described above, were attributable to Respondent.

As set forth above, Local 338 represented the employees of Respondent's eight supermarkets for a period of 30 years.[1]

The Decision, set forth above, found that the Bed Stuy store was not an accretion to Respondent's eight retail stores.

Shortly after the Decision issued, Local 338 withdrew its petition for election and ceased further organizational activities. Therefore, I find the Bed Stuy employees were not represented by any labor organization.

Based on these facts, I also find the admitted Section 2(11) supervisors to be agents of Respondent and their actions attributable to Respondent.

Conclusions of Law

1. Respondent, P.S.K. Supermarkets, Inc., is an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.

2. Local 338, Retail Wholesale and Department Store Union/United Food and Commercial Workers Union, AFL-CIO, CLC and United Food and Commercial Workers Union, Local 342, are labor organizations within the meaning of Section 2(5) of the Act.

3. Respondent violated Section 8(a)(1) of the Act described below in the Order.

Remedy

[1] The deli department employees were represented by Local 342.

With respect to the Section 8(a)(1) violations, I shall recommend an Order requiring Respondent to cease and desist the conduct described below.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended:[2]

ORDER

The Respondent, P.S.K. Supermarkets, Inc., its officers, agents, successors, and assigns shall

1. Cease and desist from

(a) Interrogating its employees concerning their activities on behalf of Local 338, Retail Wholesale and Department Store Union/United Food and Commercial Workers Union, AFL-CIO, CLC, herein Local 338, and United Food and Commercial Workers Union, Local 342, herein Local 342.

(b) Soliciting its employees to sign anti Local union petitions.

(c) Soliciting employee grievances as an inducement to refrain from engaging in activities on behalf of Local 342.

(d) Confiscating Local 342 handbooks, union cards and other union materials.

(e) Promising benefits including a 401K plan and medical benefits to induce its employees to refrain from joining and supporting Local 342.

(f) In any other manner interfering with, restraining or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2, Take the following action necessary, to effectuate the policies of the Act.

(a) Within 14 days after service by the Region, post at its facility in Brooklyn, New York, copies of the attached notice marked "Appendix."[3] Copies of the notice, on forms provided by the Regional Director for Region 29, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these

[2] If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

[3] If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since late November 2004.

(b) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

Dated, Washington, D.C., August 23, 2006.

_____
Howard Edelman
Administrative Law Judge

APPENDIX

NOTICE TO EMPLOYEES

Posted by Order of the
National Labor Relations Board
An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this Notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union
Choose representatives to bargain with us on your behalf
Act together with other employees for your benefit and protection
Choose not to engage in any of these protected activities

WE WILL NOT interrogate our employees concerning their activities on behalf of Local 338, Retail Wholesale and Department Store Union/United Food and Commercial Workers Union, AFL-CIO, CLC, herein Local 338, and United Food and Commercial Workers Union, Local 342, herein Local 343.

WE WILL NOT solicit our employees to sign anti Local union petitions.

WE WILL NOT solicit employee grievances as an inducement to refrain from engaging in activities on behalf of Local 342.

WE WILL NOT confiscate Local 342 handbooks, union cards and other union materials.

WE WILL NOT promise benefits including a 401K plan and medical benefits to induce our employees to refrain from joining and supporting Local 342.

WE WILL NOT in any other manner interfere with, restrain or coerce employees in the exercise of the rights guaranteed them by Section 7 of the Act.

P.S.K. SUPERMARKETS, INC.

_____
(Employer)

Dated _____ By _____
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlrb.gov.

One MetroTech Center (North), Jay Street and Myrtle Avenue, 10th Floor

Brooklyn, New York 11201-4201

Hours: 9 a.m. to 5:30 p.m.

718-330-7713.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER, 718-330-2862.